

SECTION B - SUPPLIES OR SERVICES AND PRICES**B. 1 SERVICES AND/OR SERVICES TO BE PROVIDED**

Award shall be made to the conforming responsible bidder offering the low amount for the Basic Requirement (CLIN 0001) (To Be Determined (TBD)). **Note: Bidder shall complete Price Proposal Schedule SF 1442, Block 17, Continued, Pages 3-4**

Contract
Line Item
Number

DescriptionQTYUnitTotalBasic Requirement

| | | | | |
|------|--|---|-----|--------|
| 0001 | The Contractor shall provide the personnel, materials, and equipment necessary for the construction of the Flight Projects Building as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) | 1 | JOB | \$ TBD |
|------|--|---|-----|--------|

DescriptionQTYUnitTotalOPTION 1

| | | | | |
|------|---|---|-----|--------|
| 0002 | Provide primary disconnect switches for feeders improvements as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) | 1 | JOB | \$ TBD |
|------|---|---|-----|--------|

OPTION 2

| | | | | |
|------|--|---|-----|--------|
| 0003 | Provide chilled water Interconnection as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) Attachment 5 - Chilled Water Line Interconnection Drawings | 1 | JOB | \$ TBD |
|------|--|---|-----|--------|

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SECTION B - SUPPLIES OR SERVICES AND PRICES

Contract
Line Item
Number

Description

QTY

Unit

Total

OPTION 3

| | | | | |
|------|--|---|-----|--------|
| 0004 | Provide additional parking East of Building 12 as specified in Attachment 1 – Flight Projects Building Specifications Attachment 2 – Flight Projects Building Drawings Attachment 3 – Geotechnical Study Attachment 4 – Construction Building Information Model (BIM) | 1 | JOB | \$ TBD |
|------|--|---|-----|--------|

(End of text)

B. 2 FIRM FIXED PRICE (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is \$_____ (To Be Bid (TBB)).

(End of clause)

B. 3 DELIVERABLE REQUIREMENTS

The Contractor shall provide all resources necessary to deliver and/or perform all items listed below in accordance with the Contract Clauses, Flight Projects Building Specifications (Attachment 1), Flight Projects Building Drawings (Attachment 2), Geotechnical Study (Attachment 3), Construction Building Information Model (BIM) (Attachment 4), and Chilled Water Line Interconnection Drawings (Attachment 5 for Option 2, if exercised).

| ITEM NO | DESCRIPTION OF DELIVERABLE | REFERENCE | RECIPIENT | SCHEDULE |
|---------|---|-----------------------|---------------------|--------------------------------------|
| 1 | Standard Form 25 - Performance Bond or Irrevocable Letter of Credit | Clause I.64/52.228-15 | Contracting Officer | 5 Calendar Days After Contract Award |
| 2 | Standard Form 25A - Payment Bond or Irrevocable Letter of Credit | Clause I.64/52.228-15 | Contracting Officer | 5 Calendar Days After Contract Award |
| ITEM NO | DESCRIPTION OF DELIVERABLE | REFERENCE | RECIPIENT | SCHEDULE |

SECTION B - SUPPLIES OR SERVICES AND PRICES

| | | | | |
|----|---|--|---|---------------------------------------|
| 3 | Insurance certificates | Clause I.60/ 52.228-5 | Contracting Officer | 5 Calendar Days After Contract Award |
| 4 | Payroll and Basic Records | Clause I.29/52.222-8 | Contracting Officer | Weekly |
| 5 | Personnel Identity Verification (PIV) Card Issuance Documentation | Clause H.9/GSFC 52.204-99 | GSFC Security Division, PIV Manager & Contracting Officer's Technical Representative (COTR) | 15 Calendar Days After Contract Award |
| 6 | Safety and Health Reporting | Clause H.2/1852.223-70 and H.12/GSFC 52.223-91 | Contracting Officer | Monthly And As Required |
| 7 | Personnel Identity Verification (PIV) Reporting | Clause H.9/GSFC 52.204-99 | Contracting Officer | Monthly |
| 8 | Submittals Register | Attachment 1 - Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 9 | List of Proposed Subcontractors | Attachment 1 - Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 10 | List of Proposed Products | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 11 | Construction Progress Schedule | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 12 | Network Analysis Schedule | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 13 | Schedule of Prices | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 14 | Work Plan | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 15 | Quality Control Plan | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |
| 16 | Environmental Protection Plan | Attachment 1 – Specifications, Section 013300 | COTR | 15 Calendar Days After Contract Award |

| ITEM NO | DESCRIPTION OF DELIVERABLE | REFERENCE | RECIPIENT | SCHEDULE |
|---------|----------------------------|-----------|-----------|----------|
|---------|----------------------------|-----------|-----------|----------|

SECTION B - SUPPLIES OR SERVICES AND PRICES

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|----|---|--|----------------------|---|
| 17 | Real Property Maintenance Plan | G.2/1852.245-83 | CO/COTR | 30 Calendar Days After Contract Award |
| 18 | Temporary Local & Visitor Badging Requests | Clause H.13 | PIV Manager and COTR | 5 Work Days in Advance of Physical Access Date |
| 19 | Small Business Subcontracting Plan Reporting | Clause H.11/GSFC 52.219-90 and I.102/1852.219-75 | Electronic | Semi-Annual – April 30 th and October 30 th |
| 20 | Estimate of Percentage of Recovered Material Content for EPA-Designated Items | Clause I.112/52.233-9 | CO/COTR | Within 30 Calendar Days of Contract Completion |
| 21 | New Technology /Patent Reportable Items | Clauses G.3/1852.227-70, G.4/1852.227-72, and I.57/52.227-11 | See G.4 1852.227-72 | As Required |

(End of text)

B. 4 OPTION LINE ITEM PRICING

In accordance with FAR clause 52.217-7, "Option For Increased Quantity—Separately Priced Line Item" of this contract, the Contracting Officer may exercise the following options by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

| Contract Line Item Number | Description | Qty | Unit | Total Price | Date of Option Exercise |
|---------------------------|--|-----|------|-------------|--|
| 0002 | Option 1 - Provide primary disconnect switches for feeders improvements as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study and Attachment 4 - BIM | 1 | JOB | \$ | On or before 30 days after Notice to Proceed |
| 0003 | Option 2 - Provide chilled water interconnection as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study, Attachment 4 – BIM and Attachment 5 – Chilled Water Line Interconnection | 1 | JOB | \$ | On or before September 30, 2013 |
| Contract Line Item Number | Description | Qty | Unit | Total Price | Date of Option Exercise |

SECTION B - SUPPLIES OR SERVICES AND PRICES

| | | | | | |
|------|---|---|-----|----|-------------------------------|
| 0004 | Option 3 - Provide additional parking East of Building 12 as specified in Attachment 1 – Flight Projects Building Specifications, Attachment 2 – Flight Projects Building Drawings, Attachment 3 – Geotechnical Study, and Attachment 4 – BIM | 1 | JOB | \$ | On or before July 30, 2013 |
|------|---|---|-----|----|-------------------------------|

(End of Text)

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items in Section B in accordance with the Flight Projects Building Specifications, the Flight Projects Building Drawings (Attachment 2), the Geotechnical Study (Attachment 3), the Construction Building Information Model (BIM) (Attachment 4) and the Chilled Water Line Interconnection Drawings (Attachment 5 for Option 2). This requirement is for the Construction of the Flight Projects Building to be located at NASA's Goddard Space Flight Center in Greenbelt, MD. The building is an approximately 120,000 gross square foot square distributed within four stories. In addition the building has a mechanical penthouse; a steel frame clear span structure with glass; and terracotta rain screen panel walls with sun shading elements. This building also has interior demountable and fixed walls. Associated work includes spread mat foundation, new and upgraded roadways, parking, traffic signalization, perimeter site access fencing, site lighting, new and upgraded utilities, erosion and sediment control, storm water management, and landscaping. This building is designed as U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) 2009 V3 Silver Certification.

(End of text)

SECTION D - PACKAGING AND MARKING

THERE ARE NO CLAUSES IN THIS SECTION

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

E.2 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

| <u>Authorized Item</u> | <u>Location</u> | <u>Representative</u> |
|------------------------|---|---|
| All Items | NASA/Goddard Space Flight Center Greenbelt, MD 20771 | Contracting Officer's Technical Representative |

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the 14th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for two (2) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.4 CLAUSES INCORPORATED BY REFERENCE - SECTION E

Clause E.1 contain clause(s) at the beginning of this Section that are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 30 (thirty) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 18 months for CLIN 0001 (inclusive of any Bid Additives awarded and any Option Line Items exercised). The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.2 PLACE OF PERFORMANCE

The construction of the Flight Projects Building specified by this contract shall be performed at NASA/Goddard Space Flight Center, Greenbelt, MD 20771.

(End of text)

F.3 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,013.04 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

F.4 52.211-13 TIME EXTENSIONS (SEP 2000)

F.5 52.242-14 SUSPENSION OF WORK (APR 1984)

F.6 52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the

expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.7 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clauses F.4 and F.5 are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 OCCUPANY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)****G.2 REAL PROPERTY MANAGEMENT REQUIREMENTS (1852.245-83) (JAN 2011)****G.3 NEW TECHNOLOGY (1852.227-70) (MAY 2002)****G. 4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Ownership by the Contractor", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

| Title | Office Code | Address (including zip code) |
|----------------|-------------|---|
| New Technology | 504 | Goddard Space Flight Center Representative Greenbelt, MD 20771 |
| Patent | 140.1 | Goddard Space Flight Center Representative Greenbelt, MD 20771 |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.5 INVOICES FOR CONSTRUCTION CONTRACTS (GSFC 52.232-90) (APR 2009)

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following "Designated Billing Office":

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C Road

Stennis Space Center, MS 39529
Phone No.: 1-877-677-2123
E-mail: NSSC-AccountsPayable@nasa.gov

(b) At the time of submittal to the billing office, an information copy of each invoice shall be submitted to each of the following:

(i) To the Contracting Officer (by being copied on the e-mail to the NSSC, if the invoice is submitted to the NSSC by e-mail):

NASA/Goddard Space Flight Center
Office for Institutional Programs
Attn: Kathleen M. Pierson, Mail Code 210.1
Greenbelt, MD 20771
E-mail: Kathleen.M.Pierson@nasa.gov

(ii) To the Contracting Officer's Technical Representative (by being copied on the e-mail to the NSSC, if the invoice is submitted to the NSSC by e-mail):

NASA/Goddard Space Flight Center
Facilities Management Division
E-mail: Rene.Wongpeneiro@nasa.gov

(c) For purposes of the Prompt Payment for Construction Contracts clause, the "Designated Payment Office" is:

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C Road
Stennis Space Center, MS 39529

(End of clause)

G.6 CLAUSES INCORPORATED BY REFERENCE - SECTION G

Clauses G.1, G.2, and G.3 are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.236-13 ACCIDENT PREVENTION (NOV 1991) ALTERNATE I (NOV 1991)

H.2 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the

public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In

particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.3 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.4 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Goddard Space Flight Center where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.5 1852.236-75 PARTNERING FOR CONSTRUCTION CONTRACTS (AUG 1998)

H.6 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.7 1852.243-72 EQUITABLE ADJUSTMENTS (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

| | Overhead (Percent) | Profit (Percent) | Commission |
|--|-----------------------|---------------------|------------|
| To Contractor on work performed by other than its own forces | ----- | ----- | 10 percent |
| To first tier subcontractor on work performed by its subcontractors | ----- | ----- | 10 percent |
| To Contractor and/or subcontractors on work performed with their own forces | 10 percent | 10 percent | ----- |

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of text)

H.9 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2008)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment 10, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment 10 for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COTR or the Contracting Officer). The COTR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COTR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.10 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (AUG 2012)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Technical Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (16) NPR 3713.3, Anti-Harassment Procedures

- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System
(NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility) or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.11 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)

(Applicable if you were required to submit a Small Business Subcontracting Plan.)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.12 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(FEB 2012)**

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Jimmy.R.McLaughlin@nasa.gov and entered into IRIS within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NASA Incident Reporting Information System (IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) at <http://idmax.nasa.gov>. Until access is

approved, use the [Monthly Safety & Health Report Template](http://safety1st.gsfc.nasa.gov) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to Hernan.Castellanos@nasa.gov.

(End of clause)

H.13 CONTRACTOR PERSONNEL TEMPORARY AND VISITOR BADGING REQUESTS

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the instructions in Attachment 11, Contractor Personnel Temporary Local Badging Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”) to conduct work for more than 30 days but less than 179 calendar days. For onsite access over 179 calendar days, refer to the contract clause entitled, “CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99)”.

(b) The Contractor shall notify the GSFC Protective Services Division, Code 240, Attention: Personal Identity Verification (PIV) Manager, and the Contracting Officer’s Technical Representative (COTR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The Contractor shall use its designated PIV Requester to process Contractor and subcontractor employees requests for temporary local badges for those employees requiring access to the Center to conduct onsite work for less than 179 calendar days. The Contractor may contact the PIV Manager, telephone 301-286-2306, for assistance regarding the PIV system.

The Contractor shall ensure temporary local badging requests are submitted at least 5 work days in advance of the date access is required to ensure adequate time to process temporary and visitor badge requests. The Contractor shall track the status of badge requests to ensure timely processing.

(c) Unescorted Access for Up to 30 Days of U.S. Citizens and Legal Permanent Residents.

Only permanently badged (picture-badged) GSFC civil servant or contractor employees can request to sponsor the unescorted access of U.S. citizens and Legal Permanent Residents onto the GSFC. Sponsors are personally responsible for each visitor for whom unescorted access has been requested and granted. Prior to requesting the unescorted access of an individual, the sponsor must read and understand the responsibilities outlined in the [Sponsor Responsibilities and Vouching Policy](#). Depending on the circumstances surrounding a security incident/infraction involving a visitor, sponsors will be held accountable for the actions of visitors during the entire time the visitor is on the Center.

The form may be personally delivered to the GSO (Main Gate, Building 9), faxed to the GSO at 301-286-1716, or be sent through internal mail channels to the GSO (Code 240.1). Once the visitor badge request is reviewed and approved by the GSO, the ID Section will prepare the visitor badge. The ID Section will not contact the visitor's sponsor unless information on the form is missing, inaccurate or incomplete.

When the visitor arrives, he/she will be required to complete and sign a [Visitor Responsibility Form](#) indicating that he/she has read and understands his/her responsibilities while on the Center.

All visitors must bring a valid US Photo ID to present at that time.

All Legal Permanent Residents must bring their Green Card as ID.

If any name is/was not on the list, they will not be allowed to enter the center, i.e. no substitutions are allowed.

(d) Unescorted Access of Foreign Nationals (FNs).

All requests for access for FNs must be entered into the Identity Management and Account Exchange (IdMAX) system by the PIV Requester. IdMAX is NASA's integrated and authoritative Identity, Credential, and Access Management (ICAM) system that you can use to manage NASA identities and credentials, request access to a NASA facility or system, or change your personal information. IdMAX can be found at: <https://IdMAX.nasa.gov>.

(End of text)

H.14 CLAUSES INCORPORATED BY REFERENCE - SECTION H

Clauses H.1, H.3, and H.5 are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (JAN 2012)

I.2 52.203-3 GRATUITIES (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

I.4 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

I.5 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

I.6 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

I.7 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

I.8 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(b)(3) – Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, D.C. 20546-0001.

I.9 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.10 52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

I.11 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.12 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)

I.13 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

I.14 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

I.15 52.214-26 AUDIT AND RECORDS - SEALED BIDDING (OCT 2010)

I.16 52.214-27 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (AUG 2011)

I.17 52.214-28 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING (OCT 2010)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I.18 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING (JAN 1986)

**I.19 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE
SMALL BUSINESS CONCERNS (JAN 2011) (c) *Waiver of evaluation preference.***

[] Offeror elects to waive the evaluation preference

I.20 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

**I.21 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) –
ALTERNATE I (OCT 2001)**

I.22 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)

**I.23 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
(APR 2012)**

I.24 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.25 52.222-3 CONVICT LABOR (JUN 2003)

**I.26 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -
OVERTIME COMPENSATION (JUL 2005)**

I.27 52.222-6 DAVIS-BACON ACT (JUL 2005)

I.28 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

I.29 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)

I.30 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

I.31 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

I.32 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

I.33 52.222-12 CONTRACT TERMINATION - DEBARMENT (FEB 1988)

**I.34 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT
REGULATIONS (FEB 1988)**

I.35 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

I.36 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

I.37 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.38 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I.39 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

I.40 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.41 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.42 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

I.43 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.44 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.45 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)

I. 46 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012) *Paragraph (d) Darlene Squibb, Phone: 301-286-6137, email: darlene.e.squibb@nasagov Agency Website for reporting the NASA Environmental Tacking Systems (NETS is <http://netsdata.grc.nasa.gov/login/login.cfm>*

I.47 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

I.48 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)—ALTERNATE I (MAY 2011)—ALTERNATE II (MAY 2011)

I.49 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.50 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)

I.51 52.223-17AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (May 2008)

I.52 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.53 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

I.54 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.55 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.56 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (DEC 2007)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I. 57 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACT (DEC 2007) as modified by NFS 1852.227-11(j) Communications. Communications and information submissions required by this clause shall be made to the individuals identified in NFS clause 1852.227.72, Designation of New Technology Representative and Patent Representative.

I.58 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) as modified by NFS 1852.227-17

I.59 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

I.60 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

I.61 52.228-11 PLEDGES OF ASSETS (JAN 2012)

I.62 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)

I.63 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

I.64 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION (OCT 2010)

I.65 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.66 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

I.67 52.232-17 INTEREST (OCT 2010)

I.68 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.69 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

I.70 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

I.71 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)

I.72 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.73 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.74 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15% (fifteen percent) percent of the total amount of work to be performed under the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

I.75 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

I.76 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

I.77 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

I.78 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

I.79 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

I.80 52.236-8 OTHER CONTRACTS (APR 1984)

I.81 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

I.82 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

I.83 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

I.84 52.236-12 CLEANING UP (APR 1984)

I.85 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

I.86 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

I.87 52.236-17 LAYOUT OF WORK (APR 1984)

I.88 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

I.89 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

I.90 52.242-13 BANKRUPTCY (JUL 1995)

I.91 52.243-4 CHANGES (JUN 2007)

I.92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.93 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.94 52.245-9 USE AND CHARGES (APR 2012)

I.95 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

I.96 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)

I.97 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)

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I.98 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

I.99 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.100 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)

I.101 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)

I.102 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)

I.103 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)

I.104 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

I.105 1852.236-73 HURRICANE PLAN (DEC 1988)

I.106 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.107 1852.243-71 SHARED SAVINGS (MAR 1997)

I.108 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) - SECTION I

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR clauses: <https://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.109 52.217-7 OPTION FOR INCREASED QUANTITY—SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line items, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor within 15 calendar days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.110 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)—Alternate I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*) Identification No.

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the

Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

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(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of Clause)

I.111 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

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(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.112 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to Kathleen M. Pierson, Code 210.1, Greenbelt, MD 20771.

(End of clause)

I.113 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.114 52.225-11 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2012)

(a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However,

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emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Columbia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Saint Eustatius, Saint Maarten, or Trinidad and Tobago).

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“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
 - (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.
- (b) Construction materials.

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(1) This clause implements the Buy American Act ([41 U.S.C. 83](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505](#)(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

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(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

| Construction Material Description | Unit of Measure | Quantity | Price (Dollars)* |
|-----------------------------------|-----------------|----------|------------------|
| <i>Item 1:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |
| <i>Item 2:</i> | | | |
| Foreign construction material | _____ | _____ | _____ |
| Domestic construction material | _____ | _____ | _____ |

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

SECTION I - CONTRACT CLAUSES**I.115 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

I.116 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.117 1852.215-84 OMBUDSMAN (NOV 2011)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be

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referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.118 1852.219-76 NASA 8 PERCENT GOAL (JULY 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

SECTION I - CONTRACT CLAUSES**I.119 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.120 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

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Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

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(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**J.1 LIST OF ATTACHMENTS**

The following documents are attached hereto and made a part of this contract:

| <u>Attachment</u> | <u>Description</u> | <u>Date</u> | <u>Pages</u> |
|-------------------|---|---|---|
| 1 | Flight Projects Building Specifications | October 12, 2012 | 2,084 |
| 2 | Flight Projects Building Drawings | October 12, 2012 | 345 |
| 3 | Geotechnical Study | February 14, 2012 | 48 |
| 4 | Construction Building Information Modeling (BIM) | May 9, 2012 | 30 |
| 5 | Chilled Water Line Interconnection Drawings (Option 2) | May 24, 2012 | 9 |
| 6 | General Wage Decision MD120082, Modification No. 15 (Construction Type: Building) | 09/21/2012 | 7 |
| 7 | General Wage Decision MD120059, Modification No. 4 (Construction Types: Heavy (including sewer/water construction)) | 09/21/2012 | 5 |
| 8 | Safety and Health Plan | To Be Submitted 5 Calendar Days After Contracting Officer request | To Be Submitted 5 Calendar days After Contracting Officer Request |
| 9 | Small Business Subcontracting Plan | To Be Submitted 5 Calendar Days After Contracting Officer request | To Be Submitted 5 Calendar days After Contracting Officer Request |
| 10 | Personal Identify Verification (PIV) Card Issuance Procedures | 01/2006 | 4 |
| 11 | Contractor Personnel Temporary Local Badging Procedures | April 5, 2012 | 5 |

(End of Text)

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF BIDDERS**

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$33,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

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(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

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(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

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(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

X (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

**K.3 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE
ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or
a SUBSIDIARY of ACORN (DEVIATION FEB 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**K.4 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME
TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)**

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective

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contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

**K.5 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN
UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY
FEDERAL LAW (DEVIATION FEB 2012)**

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
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collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.6 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--
REPRESENTATION (FEB 2012)**

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**L.1 52.214-3 AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989)****L.2 52.214-4 FALSE STATEMENTS IN BIDS (APR 1984)****L.3 52.214-5 SUBMISSION OF BIDS (MAR 1997)****L.4 52.214-6 EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984)****L.5 52.214-7 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (NOV 1999)****L.6 52.214-18 PREPARATION OF BIDS - CONSTRUCTION (APR 1984)****L.7 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)****L.8 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)****L.9 1852.214-70 CAUTION TO OFFERORS FURNISHING DESCRIPTIVE LITERATURE (DECEMBER 1988)****L.10 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|--|--|
| 28% | 6.9% |

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Maryland, Prince George's County, Greenbelt.

L.11 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)—ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for – **10:00AM November 15, 2012**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

(c) Participants will meet at – NASA/GSFC Visitor Center located The Goddard Visitor Center is located off ICESat Road (formerly Soil Conservation Road) to obtain access badges. Once on ICESat Road, turn left into the Visitor Center prior to the security checkpoint.

Please submit to the Contracting Officer, GSFC Form 24-53, Request for Temporary GSFC Badge for Unescorted Access for US Citizens by **November 13, 2012**. The visitor information (full name and check yes or no under Valid Alien Registration Card) must be filled out to avoid any delays in being granted access to Goddard Space Flight Center (Form 24-53, Exhibit 1 attached). http://prod.nais.nasa.gov/eps/eps_data/143422-OTHER-001-004.pdf

(End of provision)

L.12 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified by this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**L.13 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm-fixed price contract resulting from this solicitation.

(End of provision)

L.14 52.222-5 DAVIS-BACON ACT-SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

L.15 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

L.16 52.228-1 BID GUARANTEE (SEP 1996)

(c) The amount of the bid guarantee shall be 20% percent of the bid price (Basic Requirement) or \$3 Million, whichever is less.

(End of provision)

L.17 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

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Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Prominently mark the envelope or package as follows:

Protest: Solicitation Number NNG13412656E
Attn: Kathleen M. Pierson
GSFC Mail Code: 210.1
Contracting Officer Phone No.: 301-286-2996

Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.18 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) ALTERNATE I (NOV 2004)

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract.

The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.19 1852.227-84 PATENT RIGHTS CLAUSES (DEC 1989)

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

(End of Provision)

L.20 1852.228-73 BID BOND (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price (Basic Requirement), or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.21 1852.233-70 PROTESTS TO NASA (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.22 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses: <https://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.23 OPTIONS

All Bidders shall provide a price for Option 1, Option 2, and Option 3.

(End of provision)

L.24 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause **52.219-9**, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within **5** calendar days after request by the Contracting Officer.

(End of provision)

L.25 1852.236-74 MAGNITUDE OF REQUIREMENT (DEC 1988)

The Government estimated price range of this project is more than **\$26,000,000 but less than \$33,000,000** (Basic Requirement).

(End of provision)

L. 26 BID DUE DATE

The Offeror shall submit one (1) original and one (1) copy of the bid to be received no later than **1:00 P.M. (Eastern Standard Time) on Thursday, December 6, 2012 if submitted by mail** in order to be considered. All individuals planning on **hand delivering** their bids shall be at the NASA/GSFC Visitor Center located at The Goddard Visitor Center located off ICESat Road (formerly Soil Conservation Road) no later than **2:00 PM on Thursday, December 6, 2012** in order to be considered.

Bids arriving after the above closing time and date shall not be considered. **Bids delivered by facsimile or email shall not be considered.**

(End of text)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**L. 27 BID OPENING AND RECORDING OF BIDS**

Bids will be opened in accordance with the provisions at FAR 14.402. Specifically, the Bids will be opened **on Thursday, December 6, 2012 at 2:00 P.M. (Eastern Standard Time)** at the NASA/GSFC Visitor Center located at The Goddard Visitor Center which is located off ICESat Road (formerly Soil Conservation Road). Examination of bids by interested persons shall be permitted if it does not interfere unduly with the conduct of Government business. **Any material deemed confidential or proprietary by the bidder must be clearly marked and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid.**

(End of text)

L.28 BID MARKING AND DELIVERY (JAN 2010)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your bid to the Contracting Officer.)

1. External Marking of Bid Package(s)

All bid packages must be closed and sealed.

The bid package must include the offeror's name and return mailing address.

The required mailing address and external marking for bids is as follows:

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNG13412656E
Attn: Kathleen M. Pierson/Mail Code 210.1
Building 18, Room 131
BID--DELIVER UNOPENED"

MAILED BIDS MUST BE RECEIVED AT THE DESIGNATED RECEIVING OFFICE BY 1:00 PM (EASTERN STANDARD TIME) ON THURSDAY DECEMBER 6, 2012. HAND DELIVERED BIDS MUST BE RECEIVED BY 2:00 PM (EASTERN STANDARD TIME) ON THURSDAY, DECEMBER 6, 2012 AT THE NASA/GSFC VISITOR CENTER LOCATED AT THE GODDARD VISITOR CENTER OFF ICESat ROAD (FORMERLY SOIL CONSERVATION ROAD).

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS BID MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN 1:00 PM ON DECEMBER 6, 2012."

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**2. Designated Receiving Office**

The designated receiving office for bids is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Bids must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Bids must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

3. Methods of Bid Delivery

There are three suggested methods of delivery to the designated bid receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If bids are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a bid and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and bid due date. The delivery date should be within 1 week of the bid due date. The solicitation number shall match the solicitation number on the properly marked bid packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the bid, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the bid packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the bid to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**L. 29 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96)
(AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Kathleen M. Pierson
 Phone: 301-286-2996 (collect calls not accepted)
 E-Mail: Kathleen.M.Pierson@nasa.gov
 *Address: NASA/Goddard Space Flight Center
 Office for Institutional Programs
 ATTN: Kathleen M. Pierson/Mail Code 210.3
 Greenbelt, MD 20771

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.214-19 CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION (AUG 1996)

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities or minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

(End of provision)

M.2 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the Basic Requirement (CLIN 0001); *i.e.*, options will not be included in the evaluation for award purposes.

(End of provision)